

**COMMUNITY DEVELOPMENT
BLOCK GRANT**

AGREEMENT

BETWEEN

LAKE COUNTY

AND

**WEST LEESBURG COMMUNITY DEVELOPMENT CORP.,
COMMUNITY REDEVELOPMENT AGENCY FOR THE
CARVER HEIGHTS/MONTCLAIR AREA, AND THE CITY OF
LEESBURG**

FOR

BERRY PARK

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PARTNERSHIP AGREEMENT

This Agreement is made and entered by and between Lake County, a political subdivision of the State of Florida, hereafter referred to as "COUNTY," whose address for notices is P.O. Box 7800, Tavares, Florida, ATTN: County Manager, with a copy to Cheryl Howell, Housing Director, at the same mailing address, and the below listed agency, hereinafter referred to as the "AGENCY," for the Project as described:

Agency: *West Leesburg Community Development Corporation*
Agnes Berry
706 Beecher St., Unit A
Leesburg, FL 34748

*Community Redevelopment Agency for the Carver Heights/
Montclair Area*
Christopher Edwards
P.O. Box 490630
Leesburg, Florida 34749-0630

Property Owner: *City of Leesburg*
501 West Meadow Street
Leesburg, Florida 34749

Project Name: **BERRY PARK IMPROVEMENTS**

Grant Amount: **\$75,000**

Termination Date: **October 31, 2012**

WITNESSETH:

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the Department of Housing and Urban Development (HUD), which provides for the development, establishment and administration of projects to benefit low and moderate income families, aid in elimination of slums or blight, or meet an urgent community development need; and

WHEREAS, the CDBG allows the COUNTY to develop partnerships with other governmental agencies and non-profit corporations to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, the City of Leesburg owns the real property upon which the improvements will be constructed, and consents to the construction of the improvements at Berry Park; and

WHEREAS, the COUNTY wishes to establish a partnership with the AGENCY to administer and implement a portion of the CDBG funds for the above referenced Project; and

WHEREAS, the AGENCY has agreed to implement the above activity and to be reimbursed for the materials in an amount not to exceed the grant amount; and

WHEREAS, the COUNTY has initially determined that the proposed activity will benefit low and moderate income persons;

NOW THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

- 1.1 The AGENCY agrees to implement the project(s) and comply with the Scope of Services and timetable set forth in **Appendix A**, attached hereto and incorporated herein by reference.
- 1.2 The parties expressly ratify the activities relating to this agreement and adopt the terms and conditions of this agreement for all such activities beginning the date this agreement is signed by the Chairman of the Board of County Commissioners. Expenses incurred after this date will be considered eligible for reimbursement.
- 1.3 The AGENCY certifies that the activities carried out with funds provided under this Agreement will meet the CDBG program's National Objective of benefiting low and moderate income persons.
- 1.4 The City of Leesburg is the owner of the real property and hereby consents to the construction of the improvements identified in **Appendix A** at Berry Park. The City additionally shall comply with the terms and conditions contained herein as it pertains to the use of the improvements in furtherance of the goals and objectives of the CDBG program.

**ARTICLE II
DISBURSEMENTS**

- 2.1 The COUNTY agrees to reimburse the AGENCY a maximum amount not to exceed the grant amount as outlined in **Appendix B**, attached hereto and incorporated herein by reference.
- 2.2 It is expressly understood and agreed by both parties hereto that the COUNTY'S responsibilities are contingent upon the actual receipt of adequate federal funds to meet its liabilities under this Agreement. If adequate funds are not available to make payments under this Agreement, the COUNTY shall notify the AGENCY in writing within a reasonable time after such fact is determined. The COUNTY shall terminate this Agreement and will not be liable for failure to make payments to the AGENCY under this Agreement.

**ARTICLE III
REPORTING**

- 3.1 The AGENCY shall provide the COUNTY with a monthly report of all activities including a narrative summary of progress and financial statement on expenditures during the report period. Reports may be submitted on the report form attached to this Agreement, **Appendix D**, attached hereto and incorporated herein by reference. Reports are due on the tenth (10th) working day of each month, unless on an otherwise agreed upon schedule, and shall begin on the effective date of this agreement and continue until all information concerning the project has been received by the COUNTY for close-out.
- 3.2 The AGENCY shall provide the COUNTY with additional program information as needed.

**ARTICLE IV
RECORDS TO BE MAINTAINED**

- 4.1 The AGENCY and the COUNTY shall jointly maintain all records required by the federal regulations specified at 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement.
 - a. The COUNTY will maintain records pertaining to:
 - A full description of each activity to be undertaken; and

- Documentation of each activity undertaken that meets the National Objective of benefiting low and moderate income persons; and
 - Documentation of the eligibility of activities; and
 - Documentation of compliance with fair housing and equal opportunity components of the CDBG program; and
 - Financial records as required by 24 CFR 570.502 and OMB Circular A-110; and
 - Other records necessary to document compliance with Subpart K of 24 CFR 570.
- b. The AGENCY will maintain records pertaining to:
- Procurement of goods and services needed to carry out the activity; and
 - Documentation of the acquisition, improvement, use or disposition of real property improved or acquired with CDBG assistance; and
 - Financial records documenting invoices, pay requests, and reimbursements received; and
 - If applicable, documentation of compliance with federal labor standards.

4.2 The COUNTY and the AGENCY shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, as required in 24 CFR 84.53(b). Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained in completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

4.4 The AGENCY shall maintain real property records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR 570.503(b)(8) as applicable. In general, as stated in 24 CFR 570.503(b)(8)(i), it is a requirement that "any real property under the subrecipients control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be used to meet on of the national objectives .. until five years after expiration of this agreement.

4.5 The AGENCY's obligation to the COUNTY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the COUNTY), final closeout reports and determining the custodianship of records.

4.6 All of the AGENCY's records with respect to any matters covered by this Agreement shall be made available to the COUNTY or to the federal government at any time during normal business hours, as often as the COUNTY deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the AGENCY after receipt by the COUNTY. Failure of the AGENCY to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The AGENCY hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning subrecipient audits, and, as applicable, OMB Circular A-133.

**ARTICLE V
AGREEMENT PERIOD AND TERMINATION**

- 5.1 This Agreement shall take effect on the date this agreement is signed by the Chairman of the Lake County Board of County Commissioners and shall terminate no later than the date specified above, unless canceled sooner.
- 5.2 Suspension and Termination for Convenience: If the AGENCY should materially fail to comply with any term of the award, suspension or termination may occur in accordance with 24 CFR 84.61 and 24 CFR 84.62. In the event that funds should fail to be or cease to be provided to the COUNTY, then the COUNTY may terminate this Agreement immediately. Except as provided above, awards may be terminated in whole or in part only as follows:
- a. By the COUNTY with the consent of the AGENCY in which case the two parties shall agree upon the termination condition, including the effective date, and in case of partial termination, the portion to be terminated; or
 - b. By the AGENCY upon written notification to the COUNTY setting forth the reasons for such termination, the effective date, and in case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- 5.3 The COUNTY may issue a Stop Order to the AGENCY which will halt all work on the project in the event that the work is not being done according to Federal guidelines and regulations, the assurances contained herein, or the provisions of this Agreement.
- 5.4 The AGENCY may not terminate its obligations under Article XII, Program Income, and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the COUNTY.
- 5.5 Hearings/Appeals: In taking an enforcement action, the COUNTY will provide the AGENCY an opportunity for such hearing or appeal, or other administrative proceeding to which the COUNTY or AGENCY is entitled to under any statute or regulation applicable to the action involved.
- 5.6 Effects of Suspension and Termination: Costs resulting from obligations incurred by the AGENCY clearing a suspension after termination of an award are not allowable unless the awarding agency expressly authorizes them in the nature of suspension or termination or subsequently. Other AGENCY costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- a. The costs result from obligations which were properly incurred by the AGENCY before the effective date of suspension or termination are not in anticipation of it and in case of termination are non-cancellable; and
 - b. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes effect.
- 5.7 Relationship to Debarment and Suspension: The enforcement remedies identified in this section including suspension and termination do not preclude the grantee or subrecipient from being subject to "Debarment."

ARTICLE VI
INDEMNIFICATION

6.1 The COUNTY and the AGENCY, to the extent permitted by section 768.25, Florida Statutes, agree to be fully responsible for their negligent acts or omissions or intentional tortious acts which result in claims or suits against the other party, and agree to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. The indemnity provided herein shall survive the termination or avoidance of this Agreement.

ARTICLE VII
PROCEDURES FOR INVOICING AND PAYMENT

7.1 All purchasing for consumable, capital equipment and services shall be made by credit card, purchase order or by a written contract.

a. The COUNTY agrees to make payment and reimburse all budgeted costs as specified in **Appendix B** available under Federal, State, and COUNTY guidelines.

b. Requests by the AGENCY for payment shall be accompanied by proper documentation and shall be submitted to the COUNTY for approval no later than thirty (30) days after the last date covered by the request.

c. The COUNTY agrees that it shall pay the AGENCY within thirty (30) calendar days after proper presentation of invoices and reports approved by the AGENCY and COUNTY.

d. For purposes of this section, copies of invoices, receipts or other evidence of indebtedness shall be considered proper documentation. Invoices shall not be honored if received by the COUNTY later than thirty (30) days after expiration date of this Agreement.

e. The COUNTY may withhold payment of reimbursement requests if monthly reports are not current.

7.2 Upon receiving the invoices, reports and other materials, the COUNTY shall review such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.

7.3 Upon determination by the COUNTY that the services or material invoiced have been received or completed, the COUNTY shall authorize payment to the AGENCY in the amount it determines to be payable.

7.4 If applicable, a request to subcontract work or services hereunder shall be submitted in writing and shall be subject to each provision of this Agreement and any contract shall be in accordance with COUNTY, State, and Federal guidelines and regulations. A list of all subcontractors shall be provided to the COUNTY. This in no way relieves the AGENCY from any other requirements of this Agreement. Reimbursement requests shall include certification, such as the certification shown in **Appendix C, Vendor/Invoice Form**, in the absence of canceled checks for verification. None of the work or services, including but not limited to, consultant services covered by this Agreement, shall be subcontracted or reimbursed without the prior notice to the COUNTY.

- 7.5 The COUNTY shall not be liable to the AGENCY for any costs incurred by the AGENCY, or any portions thereof, which have been paid to the AGENCY, or which are subject to payment to the AGENCY by any source other than the COUNTY or the AGENCY.
- 7.6 The COUNTY shall not be liable to the AGENCY for any costs incurred by the AGENCY which are not allowable costs, as set forth in 24 CFR 570.207.
- 7.7 The COUNTY shall not be liable to the AGENCY for any performances rendered by the AGENCY which are not strictly in accordance with the terms of this Agreement.

**ARTICLE VIII
NOTICES**

- 8.1 The AGENCY and the COUNTY agree that all notices required by this Agreement shall be in writing and delivered by United States mail, electronic mail, by messenger or personally delivered to the office of the duly authorized representative of the AGENCY or COUNTY as specified in the opening paragraph of this Agreement. Notices shall be deemed delivered five (5) days after the date of mailing, or if delivered by overnight carrier, the day signed for by the receiving party.
- 8.2 Each party hereto may change its mailing address by giving to the other party hereto, by hand-delivery, United States registered or certified mail notice of election to change such address.

**ARTICLE IX
MODIFICATION**

- 9.1 Any program modification requested by the AGENCY must be requested at least ninety (90) days prior to the end of the term of this Agreement. With the exception of the funding allocation as set forth in Paragraph 9.2, no modification to this Agreement shall be binding on either party unless in writing and signed by both parties.
- 9.2 In the event that the Board of County Commissioners approves any modification, amendment or alteration to the funding allocation, the AGENCY shall be notified in writing and such notification shall constitute an official amendment.
- 9.3 The COUNTY may, at its discretion and upon provision of proper notice to the AGENCY, amend this Agreement to conform to changes in Federal, State, and/or COUNTY guidelines, regulations, directives and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement.

**ARTICLE X
ASSURANCES**

- 10.1 The AGENCY agrees that it will comply with the following assurances:
- a. If applicable, the AGENCY shall inform affected persons of the benefits, policies and procedures provided for under HUD regulations.
 - b. The AGENCY agrees further that it shall be bound by the standard terms and conditions used in the Grant Agreement between HUD and the COUNTY and such other rules, regulations or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this Agreement by the parties hereto.
 - c. In accordance with the Drug Free Workplace Act of 1988, the AGENCY certifies that it has a policy designed to ensure that the AGENCY's workplace is free from the illegal use, possession or distribution of drugs or alcohol.

Agreement between Lake County Board of County Commissioners and WL CDC, et. al: Berry Park CDBG

- 11.3 The AGENCY further agrees to provide for audit purposes (upon request) all files, records and documents pertaining to related activities and clientele demographic data contained in this Agreement.
- 11.4 Any funds expended in violation of this Agreement shall be refunded in full from non- Federal resources.
- 11.5 Funding authorization through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. In the event material progress is not evidenced nor commenced within the time limitations of this Agreement, as determined by the COUNTY, the COUNTY may terminate this contract.
- 11.6 All funds not expended as a result of the aforementioned deficiency of significant material progress or returned as a result of expiration and subsequent termination of the original funding Agreement shall be used by the COUNTY at its discretion for reallocation to other eligible CDBG activities.
- 11.7 If the AGENCY executes an Assignment of Proceeds and Grant of Lien to the COUNTY specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract.

**ARTICLE XII
PROGRAM INCOME**

- 12.1 Program income (defined at 24 CFR 570.500) derived from the project, if any, shall be retained by the AGENCY to be used to recoup costs incidental to generation of the income, such as expendable supplies and labor costs. Such income shall be treated as additional CDBG funds subject to all requirements governing the use of CDBG funds.
- 12.2 Program income in excess of that used to recoup costs incidental to generation of the income shall be returned to the COUNTY, or, if the AGENCY has another ongoing CDBG grant, shall be used by the AGENCY for activities permissible under that grant, and shall reduce requests for additional funds by the amount of any such program income balances on hand.
- 12.3 The AGENCY shall report on a monthly basis all program income generated by activities carried out with CDBG funds under this Agreement.
- 12.4 The COUNTY shall have the right to audit and monitor any program income as a result of a Community Development Block Grant activity.

**ARTICLE XIII
EVALUATION AND MONITORING**

- 13.1 The AGENCY agrees that the COUNTY may carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY. This Agreement is dependent upon satisfactory monitoring and evaluation of activities and other performance measures, including, but not limited to the terms of this Agreement, comparisons of planned versus actual progress relating to project scheduling, budget, and output measures. The AGENCY agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as is determined necessary by the COUNTY. The AGENCY shall submit, upon the request of the COUNTY, information and status reports required by the COUNTY or HUD on forms approved by the COUNTY.
- 13.2 A sample monitoring instrument attached as **Appendix E** contains the minimum monitoring measures to be used by the COUNTY. Other measures may also be utilized.

**ARTICLE XIV
UNIFORM ADMINISTRATIVE REQUIREMENTS**

- 14.1 Non-profit organizations and the COUNTY shall comply with the 24 CFR Part 84 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations."
- 14.2 The COUNTY and non-profit subrecipients shall also comply with the provisions of OMB Circular A-133 - Audits of State, Local Governments and Non-Profit Organizations.

**ARTICLE XV
PROCUREMENT**

- 15.1 It shall be the responsibility of the AGENCY to ensure that all contracted services are procured in such a manner as to encourage free and open competition following statutory procurement practices. The AGENCY shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.
- 15.2 The AGENCY shall maintain inventory records of all non-expendable personal property procured with CDBG funds. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) shall revert to the COUNTY upon termination of this Agreement.
- 15.3 In the procurement of services by the AGENCY, the conflict of interest provisions in 24 CFR 84.43 and 24 CFR 570.611 shall be adhered to as applicable. The AGENCY covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The AGENCY further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the AGENCY hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the COUNTY, or of any designated public agencies or subrecipients which are receiving funds under the CDBG program.

**ARTICLE XVI
OTHER REQUIREMENTS**

- 16.1 The COUNTY and the AGENCY agree to comply with all applicable Federal, State, and County laws, ordinances, codes and regulations. Any conflict or inconsistency between the above Federal, State or COUNTY guidelines and regulations and this Agreement shall be resolved in favor of the more restrictive. More specifically, the COUNTY and the AGENCY agree to carry out each activity in compliance with all applicable Federal laws and regulations as described below:
 - Public Law 90-284 - Title VIII of the Civil Rights Act of 1988
 - Executive Order 11063 as amended by Executive Order 12259
 - Section 109 of the Act
 - Use of Debarred, Suspended or Ineligible Contractors
 - Architectural Barriers Act of 1963
- 16.2 This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the AGENCY shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any

improvements erected or to be erected thereon, proving that the COUNTY and the United States are beneficiaries or and entitled to enforce such covenants. The AGENCY, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- 16.3 The AGENCY will conform to the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended. If the AGENCY solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders. As used in this Agreement, "minority-owned and women-owned enterprises" means business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish heritage Americans, Asian-Americans and Native Americans. The AGENCY may rely on written representation by businesses regarding their status as minority-owned and women-owned business enterprises in lieu of independent investigation.
- 16.4 The AGENCY agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and (c) the requirements of 24 CFR 570.606(d) governing optional relocation policies. (The AGENCY may preempt the optional policies.) The AGENCY shall provide relocation assistance to persons (families, individuals, businesses, non-profit AGENCY's and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
- 16.5 The AGENCY will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The AGENCY will take affirmative action to ensure that all employment practices are free from discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 16.6 The AGENCY agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program.
- 16.7 The AGENCY agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965.
- 16.8 Neither the AGENCY's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act, Chapter 15 of Title 5, United States Code.
- 16.9 The AGENCY will, in all solicitations or advertisements for employees placed by or on behalf of the AGENCY state that it is an Equal Opportunity Employer.
- 16.10 The AGENCY agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this contract. The AGENCY or the COUNTY, whichever is appropriate, will maintain documentation which demonstrates compliance with hour and wage requirements of this part. If maintained by the AGENCY, such documentation shall be made available to the COUNTY for review upon request. The AGENCY agrees that, except with regard to

- d. In compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

10.2 The AGENCY certifies that, to the best of its knowledge and belief that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and it will require that the language of this Paragraph be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 10.3 The AGENCY hereby severally warrants and represents that the person signing this Agreement as an officer on behalf of person has the authority to enter into this Agreement on behalf of said AGENCY and to bind the same to this Agreement, and, further that said AGENCY has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

**ARTICLE XI
FINANCIAL RESPONSIBILITY**

- 11.1 The AGENCY gives the COUNTY, HUD, and the Inspector General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the project.
- 11.2 The AGENCY agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this Agreement.

rehabilitation or construction or residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR, Parts 1,3,5 and 7 governing payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law. Nothing hereunder is intended to relieve the AGENCY of its obligation, if to require payment of the higher wage. The AGENCY shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- 16.11 Compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 17010), the regulations set forth at 24 CFR 135 and all applicable rules and orders issued hereunder prior to execution of this contract, shall be condition of the federal financial assistance provided under this Agreement and binding upon the COUNTY, the AGENCY, and any of the AGENCY's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The AGENCY certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The AGENCY further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

The work to be performed under this contract is a project assisted under a program providing direct federal assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

The AGENCY further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The AGENCY certifies and agrees that no contractual or legal incapacity exists which would prevent compliance with these requirements.

The AGENCY will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The AGENCY will not subcontract with entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

16.12 The AGENCY agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

16.13 The AGENCY agrees to comply with, insofar as they apply to this Agreement, the Clean Air Act (U.S.C. 7401 et seq.), the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et seq. as amended) U.S.C. 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Sections 114 and Section 308, and all regulations and guidelines issued thereunder, and to Environmental Protection Agency regulations pursuant to 41 CFR Part 50, as amended.

16.14 In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) the AGENCY shall assure that, for activities located in an area identified by the Federal Emergency Management Agency as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

16.15 The AGENCY agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35 and will comply with all applicable requirements.

16.16 The AGENCY agrees to comply with the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

16.17 The AGENCY agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state or local historic property list.

**ARTICLE XVII
GENERAL PROVISIONS**

17.1 The COUNTY and the AGENCY agree to abide by the provision of Chapter 112.3135, Florida Statutes, pertaining to nepotism in their performance under this Agreement. The COUNTY and the AGENCY, its successors or assigns, also agree to abide by Chapter 119, Florida Statutes, known as the Public Records Law. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the AGENCY'S office or facility. The AGENCY shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the AGENCY shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

17.2 Nothing contained in this Agreement is intended to, or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The AGENCY shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the AGENCY is an independent contractor.

Agreement between Lake County Board of County Commissioners and WL.CDC, et. al: Berry Park CDBG

- 17.3 The AGENCY further agrees to utilize funds available under this Agreement to supplement, rather than supplant funds otherwise available.
- 17.4 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 17.5 This document shall be executed in three (3) counterparts, each of which shall be deemed to be an original.
- 17.6 Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 17.7 The AGENCY shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to the AGENCY from the COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.
- 17.8 If this Agreement results in any copyrightable material or inventions, the COUNTY and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and authorize others to use, the work or materials for government purposes.

**ARTICLE XVIII
INSURANCE AND BOND**

The AGENCY [] shall [X] shall not be required to provide insurance and bonds.

- 18.1 The AGENCY shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage's and amounts of coverage not less than those set forth below.
- a. Worker's Compensation – in compliance with State and Federal laws.
 - b. Comprehensive Automobile Liability -- \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
 - c. Comprehensive General Liability -- \$1,000,000.00 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverage's:
 - I. Premises and Operations; and
 - II. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damages coverage's.
- 18.2 The AGENCY shall provide to the COUNTY original Certificates of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences.

Agreement between Lake County Board of County Commissioners and WLCDC, et. al; Berry Park CDBG

- 18.3 The AGENCY shall name the COUNTY as an additional insured on all policies related to the project, excluding worker's compensation and professional liability.
- 18.4 All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- 18.5 The AGENCY'S self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the COUNTY. Such certificates of insurance provide that there shall be no termination, non-renewal modification or expiration of such coverage without forty-five (45) calendar days prior written notice to the COUNTY. In the event of any failure by the AGENCY to comply with the provisions; the COUNTY may, at its option, on notice to the AGENCY suspend the project for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at the AGENCY'S expense, provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, the AGENCY shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage's.
- 18.6 The AGENCY herein attests and certifies to the COUNTY that during the term of this agreement, the AGENCY had all insurance coverage's and limits as set forth herein.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the day and year first written above.

LAKE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman

DATE: _____

ATTEST

Neil Kelly, Clerk of the Board of
County Commissioners of Lake County Florida

Approved as to form and legality

Sandy Minkoff
County Attorney

Agreement between Lake County Board of County Commissioners and WLCDC, et. al; Berry Park CDBG

AGENCY:
West Leesburg Community Development Corporation

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 on behalf of _____, a political subdivision of the State of Florida. He/she is personally known to me or has produced _____ as identification.

Notary signature

Notary name (printed or typed)

My Commission expires:

AGENCY:
Community Redevelopment Agency for the
Carver Heights/Montclair Area

Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 on behalf of _____, a political subdivision of the State of Florida. He/she is personally known to me or has produced _____ as identification.

Notary signature

Notary name (printed or typed)

My Commission expires:

PROPERTY OWNER:
CITY OF LEESBURG

Print Name:

Title:

Date: _____

ATTEST:

City Clerk

Approved as to Form and Legality:

Fred Morrison, City Attorney

APPENDIX A

SCOPE OF SERVICES

1. The AGENCY intends to use its FY 2010-11 Community Development Block Grant (CDBG) funds to:

- Construct a one large fully equipped Pavilion and install additional playground equipment.

2. The AGENCY will oversee implementation of the project with assistance from the COUNTY as follows:

Implementation of the project shall proceed according to the Schedule below.

Implementation Schedule

| Task | Start | Contract Month | | | | | | | | | | | | End | |
|---|-------|----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| | | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | | |
| Complete agreement with Lake County BCC | 04/12 | | | | | | | X | | | | | | | 05/12 |
| Bid for and contract with contractor | 05/12 | | | | | | | | X | X | | | | | 06/12 |
| Construction/Installation | 06/12 | | | | | | | | | X | X | X | | | 08/12 |
| Close out project | 09/12 | | | | | | | | | | | | | X | 09/12 |
| Close out grant | 09/12 | | | | | | | | | | | | | X | 09/12 |

3. The AGENCY shall comply with the following other requirements:

- Prior to rehabilitation/construction, COUNTY staff will review and approve specifications and cost allocations and bids.
- The AGENCY shall include in all advertising and/or promotion a statement that whole or partial funding of the project is supplied by the COUNTY'S CDGB program, or wording to that effect.

The AGENCY shall maintain documentation that ensures eligibility and compliance with a National Objective of the CDBG program.

- The Scope of Service may not be changed or modified without prior written approval by the COUNTY.

APPENDIX B

BUDGET

The AGENCY shall adhere to the following budget in carrying out this Agreement. LINE ITEMS MAY NOT BE ADDED to the Budget during the term of this Agreement.

| Category | Line Item | CDBG Funds | Other Funding Sources | Total |
|---|----------------|-----------------|-----------------------|------------------|
| Salaries & benefits (service delivery or labor costs only) | | | | |
| | | | | |
| Construction Cost | Pavilion | \$45,000 | \$45,000 | \$90,000 |
| | Playground | \$20,000 | \$20,000 | \$40,000 |
| | Electric | \$5,000 | \$5,000 | \$10,000 |
| | Infrastructure | \$5,000 | \$5,000 | \$10,000 |
| | TOTAL | \$75,000 | \$75,000 | \$150,000 |
| | | | | |

The AGENCY may request PRIOR approval for Budget line item shifts, except that such line item shifts involving personnel shall not result in an increase in the rate of such salaries. Requests for line item shifts shall be granted by the COUNTY as it deems reasonable and necessary for the performance of Services and shall not be deemed approved unless given IN WRITING.

APPENDIX C

REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: Berry Park Improvements

SUBRECIPIENT: WL CDC and Carver Heights/Montclair CRA

PAYROLL (Must have authorized timesheets and payroll information): \$ _____

INVOICES (Attach all relevant invoices and copies of disbursed checks): \$ _____

EQUIPMENT (Office, etc., along with procurement information): \$ _____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds): \$ _____

REIMBURSEMENT REQUEST TOTAL: \$ _____

 Authorized Signature Date _____

=====

For CDBG Use Only

ACCOUNT NUMBER: 1200.2082250.880820.20052

SUBJECT TO PROGRAM INCOME YES _____ NO X _____

 SIGNATURE / DATE REVIEWED BY CDBG STAFF

 SIGNATURE / DATE APPROVED CDBG DIRECTOR

NOTES: _____

VENDOR/INVOICE FORM

Account Number: 1200.2082250.880820.20052

Project Title: Berry Park

To: Lake County Community Services Department, Housing Division

From: WLCDC & Carver Heights/Montclair CRA

Paid Invoices (Period Covered) from _____ to _____

| List Each Invoice # | Check Number | Vendor Names | Project Total on Invoice |
|---------------------|--------------|--------------|--------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTAL | |

IN-KIND CONTRIBUTIONS [report if applicable]: Contributions used in completion of project using other than CDBG funds [e.g., labor, materials, financial contributions, etc.].

| ITEM(S) OR SERVICE(S) | VALUE |
|-----------------------|-------|
| | |
| | |

I certify that to the best of my knowledge the data reported in this reimbursement request is accurate.

_____/_____
Signature and Title / Date

SPECIAL NOTE: ALL Invoices and Checks listed above must be attached (as well as any Bidding Information and Contracts).

ALL COPIES MUST BE LEGIBLE AND REPRODUCIBLE.

APPENDIX D

CDBG ACTIVITY MONTHLY STATUS REPORT
(Due by 10th working day of the month)

[Goals and accomplishments reported must be measurable and specific to activities outlined in the Scope of Services.]

SUBRECIPIENT: WLCDC & Carver Heights/Montclair CRA

PROJECT: Berry Park Improvements

ACCOUNT NUMBER: 1200.2082250.880820.20052

REPORT PERIOD _____ THROUGH _____

| Activity | Estimated Start Date | Actual Start Date | Estimated Completion Date | Actual Completion Date |
|----------|----------------------|-------------------|---------------------------|------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attach narrative documentation for all activities, if applicable.

PROJECT GOALS FOR NEXT REPORTING PERIOD:

Signature: _____ Date: _____

Public Facilities Monitoring Checklist

| Project: Berry Park Improvements | | | | |
|---|------------|-----------|------------|-----------------|
| Eligibility | Yes | No | N/A | Comments |
| Is there evidence in the project file that the activity is eligible? | | | | |
| If applicable, is there evidence in the project file that the project meets the National Objective of principally benefiting low and moderate income persons? | | | | |
| Procurement | | | | |
| If applicable, is there a copy of the RFP for professional services? | | | | |
| Is there verification of the bid opening? | | | | |
| Are there copies of all plans and specifications? | | | | |
| Is there documentation of the pre-construction conference? | | | | |
| Contract Administration | | | | |
| If applicable, is there a copy of the Davis Bacon Wage Determination? | | | | |
| Is there a copy of the contract for professional services? | | | | |
| Is there a copy of the construction contract? | | | | |
| Is the project proceeding in accordance with established timelines and milestones? | | | | |
| Are "Change Orders" properly documented and processed? | | | | |
| If applicable, have all certified payrolls from the contractor and subcontractors been submitted, checked and filed? | | | | |
| Have any Davis-Bacon enforcement measures been implemented? | | | | |
| Have any/all liens against the contractor been released? | | | | |
| Fiscal Accountability | | | | |
| Have any requests for budget changes been properly documented/filed? | | | | |
| Have pay requests been received within the time frame specified in the contract? | | | | |
| Have all invoices submitted contained the required documentation/backup? | | | | |
| Have all requests for staff time reimbursements been accompanied by signed time sheets? | | | | |
| Are partial payment requests verified by site inspections? | | | | |
| Is there a final inspection report preceding final payment? | | | | |
| Reporting | | | | |
| Are all monthly reports current? | | | | |
| Have monthly reports been submitted on time? | | | | |
| Do monthly progress reports show the actual accomplishments? | | | | |
| Has the required backup documentation been included? | | | | |
| Does the backup documentation in the subrecipient's files match what was submitted with monthly reports? | | | | |